

OF  
HARFORD COUNTY, MARYLAND

BILL NO. 74-46 (as amended)

Introduced by Councilman John Walsh

Legislative Day No. 74-31 Date: SEPTEMBER 10, 1974

AN ACT to add new Chapter 6, heading "Businesses", to the Harford County Code to Provide a chapter of laws which will govern businesses within Harford County, Maryland; and to enact new Article 6, heading "Community Antenna Television" to be added to Chapter 6 of the Harford County Code, said Article 6 to provide the County Council ~~and the County Executive~~ with the authorization to grant a franchise or franchises for the construction and operation of community antenna, cable television and cable communication systems, and to provide for the regulation and control of such a system or systems within Harford County.

By the Council, SEPTEMBER 10, 1974

Introduced, read first time, ordered posted and public hearing scheduled  
on: OCTOBER 8, 1974  
at: 6:30 P.M.

By Order: Angela Markowski, Secretary

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Bill having been published according to the Charter, a public hearing was held on OCTOBER 8, 1974  
and concluded on OCTOBER 24, 1974.

1 WHEREAS, Community Antenna Television (CATV) is  
2 available in some areas of the State of Maryland for use  
3 by the public by means of transmitting audio and visual TV  
4 Signals and radio signals by cable; and

5 WHEREAS, the growth and acceptance of cable transmission  
6 technology indicates that many public benefits are available  
7 for the benefits of the citizens of Harford County; and

8 WHEREAS, the Harford County Council deems it to  
9 be in the best interests and general welfare of the citizens  
10 of Harford County to provide for the granting of CATV franchises  
11 in conformity with the Charter of Harford County, Maryland  
12 and Article 25A (Section 5B) of the Annotated Code of Maryland.

13 NOW, THEREFORE,

14 Section 1. *Be It Enacted By The County Council Of Harford*  
15 *County, Maryland*, that new Chapter 6 of the Harford County  
16 Code (1974), heading, "Businesses", be, and it is hereby,  
17 added to the Harford County Code, and that Article 6 heading,  
18 "Community Antenna Television", be, and it is, hereby, added  
19 to said Chapter 6 of the Harford County Code, all to read  
20 as follows:

21 ARTICLE 6. COMMUNITY ANTENNA TELEVISION

22 Section 6.1. Authority of County Council.

23 The County Council of Harford County ~~subject to~~  
24 ~~final approval of the County Executive as hereinafter set forth~~  
25 ~~is~~ hereby authorized and empowered to issue a franchise or  
26 franchises for the construction and operation of Community  
27 Antenna Television (CATV) systems as defined by this Article,  
28 and to regulate said systems consistent with the terms of  
29 this Article and any other applicable laws or regulations.

1 shall have the following meanings:

2 (1) "Council" shall mean the County Council of Harford  
3 County, Maryland.

4 (2) "County" shall mean Harford County, Maryland, a  
5 body corporate and politic, or the geographical area comprising  
6 Harford County, Maryland, or both, as the context requires.

7 (3) "Community Antenna Television (CATV) system" shall  
8 mean any facility which, in whole or in part, (1) receives directly  
9 or indirectly over-the-air television signals and distributes such  
10 signals by wire or cable to subscribing members of the public  
11 or to public or quasi-public facilities or buildings without  
12 charge and/or (2) originates and/or carries non-broadcast  
13 programming and/or (3) provides a variety of other communication  
14 services, directly or indirectly by wire, to subscribing members  
15 of the public or to public or quasi-public facilities or  
16 buildings without charge.

17 (4) "Street" shall mean the streets, avenues, highways,  
18 parkways, concourses, boulevards, bridges, viaducts, tunnels, or  
19 any other property to which the County has title and can grant a  
20 franchise for the use thereof under State or County law.

21 (5) "Persons" shall mean any person, firm, partnership,  
22 corporation, association, and/or any other legal entity.

23 (6) "Franchisee" or "Company" shall mean the person  
24 that is awarded a franchise, by the Council, to construct and  
25 operate a CATV system in accordance with the provisions of  
26 applicable law, within Harford County, Maryland.

27 (7) "FCC" shall mean the Federal Communication  
28 Commission as presently constituted by the United States  
29 Congress, or any successor agency.

1 (9) "System" shall mean the specific CATV system, as  
2 referred to above, that is proposed to be or is ultimately  
3 constructed, operated, and maintained, by the franchisee, in  
4 Harford County.

5 (10) "Applicant" means the person, firm, corporation,  
6 proprietorship, or other legal entity that files an application  
7 for the CATV franchise to serve Harford County.

8 (11) "Application" shall mean, (1) all written  
9 materials that are filed by, or on behalf of, any applicant with  
10 the Granting Authority, (2) all oral representations that are  
11 made at any public or private hearings that are conducted  
12 by the Granting Authority or its duly authorized personnel  
13 and, (3) both the letter and intent of all such written and  
14 oral presentations from the applicant.

15 (12) "Franchise" shall mean the grant of a non-  
16 exclusive right to construct and operate a CATV system in  
17 Harford County, Maryland, as the same is defined by this Article.

18 (13) "Procedures" shall mean the methods by which the  
19 Granting Authority will analyze, evaluate, grade and otherwise  
20 premise its ultimate decision to grant or deny any CATV  
21 application.

22 (14) "Executive" shall mean the County Executive of  
23 Harford County, Maryland.

24 (15) "Gross subscriber revenues" shall mean only those  
25 revenues derived from the monthly service charge fees paid by  
26 subscribers for regular cable television including the trans-  
27 mission of broadcast signals and access and originations channels,  
28 if any. As specified by the Federal Communications Commission  
29 (FCC), gross subscriber revenues shall not include any revenues

1 other communications and non-broadcast services either directly  
2 or as a carrier for another party, or any other income derived  
3 from the system.

4 (16) "Basic Service" shall mean the simultaneous  
5 delivery by the Company to the television receivers (or any other  
6 suitable type of audio-video communications receivers), of all  
7 residential subscribers and to public or quasi-public facilities  
8 or buildings without charge, in the County of all signals that  
9 are received from broadcast stations and carried consistent with  
10 the CATV Rules and Regulations of the FCC; the channels on which  
11 the Company originates the programming; the channels on which the  
12 County, School System or members of the public originate  
13 programming.

14 (17) "Additional Service" shall mean any communications  
15 service other than the Basic Service that the Company or persons  
16 not related to the Company provide over its System, including,  
17 but not limited to, data transmissions, facsimile reproduction,  
18 meter reading, fire and burglar alarm services, and the like.

19 (18) "Residential Subscriber" shall mean a purchaser of  
20 any service that the Company delivers to an individual dwelling  
21 unit, provided that that service is not utilized in connection  
22 with a business, trade, profession.

23 (19) "Channel" shall mean a band of frequencies that is  
24 six megahertz wide, in the electromagnetic spectrum, which is  
25 capable of carrying either one audio-video television signal and a  
26 number of non-video signals, or several thousand non-video signals.

27 (20) "Company Channel" shall mean those channels  
28 that are reserved or are available for the carriage of programming  
29 that is originated by the Company in accordance with FCC's Rules

1 (22) "Educational Channel" shall mean the channel(s) that  
2 are used, or are reserved for use, by the School System, public or  
3 private, in Harford County, including, but not limited to colleges,  
4 universities and libraries.

5 (23) "Public Channel" shall mean the channel(s) that are  
6 used, or are reserved for use, by persons or other members of the  
7 public, either at no charge or upon the effectuation of a lease  
8 arrangement with the Company.

9 (24) "Additional Channels" shall mean those channels not  
10 included in the above definitions.

11 (25) "MONITORING" SHALL MEAN OBSERVING A ONE-WAY  
12 COMMUNICATION SIGNAL, OR THE ABSENCE OF A SIGNAL, WHERE THE  
13 OBSERVER IS NEITHER THE SUBSCRIBER NOR THE PROGRAMMER, WHEN THE  
14 SIGNAL IS OBSERVED BY VISUAL OR ELECTRONIC MEANS, FOR ANY PURPOSE  
15 WHATSOEVER.

16 (26) "TAPPING" SHALL MEAN OBSERVING TWO-WAY COMMUNICA-  
17 TION SIGNAL EXCHANGE, WHERE THE OBSERVER IS NEITHER OF THE  
18 COMMUNICATING PARTIES, WHETHER THE COMMUNICATION SIGNAL EXCHANGE  
19 IS OBSERVED BY VISUAL OR ELECTRONIC MEANS FOR ANY PURPOSE  
20 WHATSOEVER.

21 Section 6.3. Non-Exclusive Franchise.

22 (a) The Granting Authority shall grant the Company a  
23 non-exclusive franchise to construct, erect, operate and maintain  
24 a CATV System, in, upon, along, across, over and under the County  
25 owned streets and all extensions thereof and additions thereto  
26 and other places defined and limited by this Article.

27 (b) The franchise shall become effective on the date on  
28 which the Granting Authority notifies the Company that the  
29 franchise has been awarded pursuant to this Act and in conformance

1 to continue operations for a further ten year period subject  
2 to the approval of the Granting Authority, such approval  
3 shall not be arbitrarily withheld. THE FRANCHISE SHALL BE SUBJECT  
4 TO RENEWAL FOR A PERIOD OF TEN (10) YEARS' DURATION ON THE SAME  
5 TERMS OR CONDITIONS AS CONTAINED HEREIN, OR ON SUCH DIFFERENT  
6 OR ADDITIONAL TERMS AND CONDITIONS AS MAY BE LAWFULLY SPECIFIED  
7 BY THE GRANTING AUTHORITY AND AS ARE CONSISTENT WITH THE REQUIRE-  
8 MENTS OF THE FEDERAL COMMUNICATIONS COMMISSION. NO RENEWAL  
9 HEREOF SHALL BE GRANTED UNLESS AUTHORIZED BY THE COUNCIL FOLLOWING  
10 AN APPROPRIATE PUBLIC PROCEEDING INVOLVING PUBLIC NOTICE AND AN  
11 OPPORTUNITY FOR INTERESTED PARTIES TO PARTICIPATE DURING WHICH  
12 PROCEEDING CORPORATION'S PAST PERFORMANCE, THE ADEQUACY OF THE  
13 PROVISIONS OF THE EXPIRING FRANCHISE AND THE CONSISTENCY OF SUCH  
14 PROVISIONS WITH APPLICABLE STANDARDS OF THE FEDERAL COMMUNICATIONS  
15 COMMISSION HAVE BEEN CONSIDERED.

16 (c) Nothing in this Article or a grant of a franchise  
17 shall be construed as a waiver of the County's right to require  
18 any person, other than the Company utilizing the System,  
19 to secure the Granting Authority's consent prior to such  
20 utilization.

21 Section 6.4. Franchise Required.

22 It shall be unlawful to commence, continue, or  
23 engage in construction and/or operation of a CATV system,  
24 in Harford County, Maryland, without a franchise that has  
25 been awarded pursuant to the terms and provisions of this  
26 Article.

27 Section 6.5. Methods for Solicitation of Applications.

28 The Granting Authority, having been apprised of  
29 the interest of the residents of Harford County in providing

1 County Council. Appropriate instructions, notices, application  
2 forms and other materials can be obtained by any interested  
3 party from the Secretary of the County Council of Harford County.  
4 Section 6.6. Procedures for Acceptance and Processing of  
5 CATV Applications.

6 (a) Time: In the submission or presentation of written  
7 and/or oral materials by the applicants, time shall be considered  
8 to be of the essence.

9 (b) Major Amendments: To prevent applicants from  
10 delaying the Granting Authority's consideration, analysis, and  
11 action on applications, applicants will not be permitted to make  
12 major amendments; that is, to materially alter corporate structure,  
13 technical proposal, or the program proposal of the application.  
14 Equity and fair treatment of all applicants require that the  
15 Granting Authority cause each applicant to state its case  
16 on specific dates and not to permit tardy applicants to strengthen  
17 their applications by filing materials after the due dates.

18 (c) Amendments to Financial Proposals: Consistent  
19 with the long established comparative hearing practices of  
20 the FCC, amendments to the financial proposals may be made  
21 by an applicant, at any time, during the course of the proceedings.

22 (d) Procedures in Brief: The procedures for processing all  
23 CATV applications, in brief are as follows:

24 (1) All applicants must file and deliver to the  
25 County Council of Harford County formal written applications,  
26 consistent with the County's form for same on or before a  
27 date or dates fixed by the County Council.

28 (2) All applicants must attend any and all hearings  
29 or meetings by the Granting Authority and must respond to



1 application. All meetings and hearings will be held, on  
2 the CATV applications within sixty (60) days from the date  
3 of the filing of such applications and all applicants will  
4 be given not less than ten (10) days' advance notice, in  
5 writing, of all such meetings and hearings.

6 (3) The Granting Authority will render a final  
7 decision on the said CATV applications, denying all applications  
8 or granting one or more application(s) and denying the others.  
9 on or before sixty (60) days from the date of the final hearing  
10 on the applications.

11 ~~(4)-The County Council shall within ten (10) days~~  
12 ~~of their decision send a copy of their decision and the applica-~~  
13 ~~tions to the County Executive for his final approval or disappro-~~  
14 ~~val. The County Executive shall act upon the applications~~  
15 ~~within sixty (60) days of receipt of the Council's decision.~~  
16 ~~No application shall be considered final until the County Executive~~  
17 ~~renders his decision.~~

18 (4) WITHIN TEN (10) DAYS OF THEIR FINAL DECISION, THE  
19 COUNTY COUNCIL SHALL INTRODUCE A BILL, PURSUANT TO SECTION 218 OF  
20 THE CHARTER OF HARFORD COUNTY, MARYLAND, SETTING FORTH THEREIN  
21 THE NAME OF THE APPLICANT GRANTED A NON-EXCLUSIVE CATV FRANCHISE  
22 IN HARFORD COUNTY, UNDER THE PROVISIONS OF THIS BILL AS HEREIN-  
23 AFTER SET FORTH, APPENDING THERETO AND INCORPORATING THEREIN A  
24 COPY OF THE APPLICATION OF THE SUCCESSFUL APPLICANT. IN THE  
25 EVENT THAT THE COUNTY COUNCIL, AT THAT TIME, GRANTS MORE THAN ONE  
26 APPLICATION, THEN THE NAME AND THE APPLICATION OF EACH SUCCESSFUL  
27 APPLICANT SHALL APPEAR IN SEPARATE BILLS. NO APPLICATION SHALL BE  
28 CONSIDERED FINAL UNTIL THE BILL BECOMES LAW PURSUANT TO THE  
29 CHARTER OF HARFORD COUNTY, MARYLAND.

1 service-oriented CATV System or Systems. Provision is hereby  
2 made for the Granting Authority to evaluate all applications and  
3 to accept the most qualified applicant(s) and/or to reject all  
4 other applications for the franchise. All applicants shall be  
5 advised that Harford County expects the highest quality proposals.  
6 The application procedure shall permit the applicants freedom  
7 and flexibility to propose a system of outstanding quality.  
8 Applicants are required to make use of the Application Form  
9 supplied by the County Council and must respond to each of the  
10 questions appearing thereon. However, applicants shall be  
11 permitted and urged to provide any additional materials, not  
12 specifically requested in the Application Form, that the applicants  
13 deem pertinent to the Granting Authority's consideration.  
14 The criteria for evaluating, grading and acting upon the CATV  
15 applications is divided into two areas: Basic Qualifications  
16 and Comparative Qualifications.

17 (b) Basic Qualifications: The Basic Qualifications required  
18 of each applicant are that it be legally, technically and finan-  
19 cially qualified to construct and operate a high quality CATV  
20 System in Harford County. The Granting Authority shall not  
21 attempt to compare the applications in these areas; an applicant  
22 is either legally, technically and financially qualified, or  
23 it is not. If the Granting Authority determines that any  
24 applicant does not possess any or all of the basic qualifications,  
25 it reserves the right to dismiss the application without consider-  
26 ation of its programming and other attributes. In such event,  
27 the assumption is that if an applicant is not legally, technically  
28 and financially qualified, it is incapable of providing the  
29 programming and services that it proposes.

1 partners, stockholders, officers, directors, associates, subsidi-  
2 aries, parents, may not be felons, citizens of foreign countries,  
3 or possess any business interests that are in violation of  
4 the Communications Act of 1934, as amended; the FCC Rules and  
5 Regulations, the laws of the State of Maryland, the Code of  
6 Harford County, and/or all other applicable law.

7 (2) Technical Qualifications: All applicants must  
8 possess sufficient CATV expertise, in the Granting Authority's  
9 judgment, to enable the applicant to successfully fulfill its  
10 proposal, and all applicants must set forth a technical proposal  
11 that, in the Granting Authority's judgment will function  
12 effectively.

13 (3) Financial Qualifications: All applicants must  
14 demonstrate, to the Granting Authority's satisfaction, that they  
15 have the capability of acquiring sufficient funds to construct and  
16 operate the CATV System on an economically viable basis. While  
17 the Granting Authority does not intend to give a comparative  
18 preference to the applicant with the most money, the Granting  
19 Authority requires that each applicant have sufficient funds to  
20 effectuate its proposals.

21 (c) Comparative Qualifications: Once an applicant has  
22 demonstrated that it possesses the requisite legal, technical and  
23 financial qualifications, it shall be considered, by the Granting  
24 Authority, under its comparative criteria to determine which of  
25 the applicants is best suited to receive the CATV franchise. The  
26 applicant to be preferred is one that offers the strongest  
27 combined showing in the following criteria:

28 (1) Capacity and Commitment to Meet Local Needs:  
29 Each applicant must demonstrate, in detail, its capacity and

1 expected to make a major contribution to the communications,  
2 educational and entertainment needs of County residents,  
3 therefore the basic value of any CATV application is the degree  
4 to which it demonstrates an ability to meet those needs, for the  
5 present and in the future. Each applicant will describe the tech-  
6 nical design of the system, including such detail as may permit  
7 a proper evaluation of the proposal. The description shall in-  
8 clude, but not be limited to, two-way and switching capability,  
9 terminal facilities, converters, and present and future channel  
10 capacity. Other elements which will be considered are the appli-  
11 cants' proposals for expanding basic services, providing addition-  
12 al services, establishing a two-way and broad band communication  
13 network. The applicants shall also state how many channels,  
14 what facilities, and what services shall be provided free of  
15 charge to the County, the school systems and the public, and  
16 which facilities and services shall be at cost. Examples of  
17 the types of elements to be considered in this criterion are  
18 the applicants' plans and proposals for the construction and  
19 operation of adequately equipped station, studio or other suitable  
20 place for local program origination, public service programming,  
21 staffing, commitments for assistance to educational and community  
22 groups, and other similar elements.

23           Operational Planning: Each applicant must demon-  
24 strate its managerial and organizational capacity to implement  
25 all of the technical, program, and other proposals that are  
26 embodied in its application. Examples of elements to be considered  
27 are the proposed numbers and classifications of technical,  
28 professional, management, office and maintenance personnel;  
29 the technical and professional qualifications of the applicant's

1 procedures designed to assure attention and responsiveness  
2 to County residents.

3 (3) Integration of Ownership and Management: Each  
4 applicant must reflect the degree to which its owners will parti-  
5 cipate, daily or otherwise, in the management of the System. The  
6 assumption hereunder is that where the operators of the System  
7 possess a pecuniary interest in its operation, the likelihood of  
8 efficiency, thoroughness, and responsiveness is augmented.

9 (4) Proposed Local Programming: While this criterion  
10 will be considered in other areas as well, the Granting Authority  
11 stresses that it will place considerable weight upon the proposals  
12 of the applicant to provide local programming by, for and about  
13 County residents.

14 (5) Diversification of Control of Media: The United  
15 States Congress, the FCC, and the Department of Justice are con-  
16 cerned with the concentration of mass media in the United States.  
17 National trends and policies now support the concept of diversi-  
18 fication of control of mass media. CATV systems are an integral  
19 part of the mass media. Accordingly, the Granting Authority will  
20 place weight upon the degree to which each applicant, if awarded  
21 the franchise, would tend to diversify the control of mass media,  
22 in the County, in the State, in the mid-Atlantic states and  
23 nationally.

24 (6) Local Ownership: The Granting Authority may  
25 award the franchise to an applicant or person that does not reside  
26 in the County, the State, or the region. The Granting Authority  
27 shall consider local residency, particularly within the boundaries  
28 of Harford County, as a substantial plus for the applicant. The  
29 performance of local residents may be found by the Granting Author-

1 to feel a greater public responsibility to County residents.  
2 Finally, in the event of malfunction of the System or other  
3 deficiency, local-resident owners and operators may be more  
4 accessible to the County and the members of the public subscribing  
5 to the System's service. For the purposes used herein, the weight  
6 given to local residency shall be increased or decreased, as the  
7 case may be, by the degree to which the local-resident owners have  
8 a proven record to contributing to the well being of the County,  
9 its many civic and public service organizations, and the citizenry  
10 in general.

11 (7) Cumulative Weight: The Granting Authority stresses  
12 that an applicant may be found to be preferable in one or two of  
13 the above criteria and be so deficient in the others that it would  
14 not be entitled to receive a franchise. Therefore, it is the  
15 combined, cumulative qualifications of the applicant, under all  
16 criteria, that shall be preferred.

17 (d) GRANDFATHERING OF EXISTING OPERATIONS: THE GRANTING  
18 AUTHORITY RECOGNIZES THAT THE MULTIVIEW CABLE CORPORATION HAS BEEN  
19 AND IS NOW OPERATING A CATV SYSTEM IN CERTAIN AREAS OF HARFORD  
20 COUNTY.

21 (1) THERE IS HEREBY GRANTED UNTO MULTIVIEW CABLE  
22 CORPORATION A NON-EXCLUSIVE FRANCHISE ONLY IN THOSE AREAS OF THE  
23 COUNTY, AS HEREINAFTER DEFINED, IN WHICH THE SAID MULTIVIEW  
24 CABLE CORPORATION HAS CONSTRUCTED OR HAS UNDER CONSTRUCTION AS OF  
25 THE DATE THIS ACT BECOMES LAW A CATV CABLE DISTRIBUTION PLANT.

26 (2) THE FRANCHISE GRANTED UNDER THE PROVISIONS OF THIS  
27 SECTION SHALL BE IN EFFECT UNTIL JANUARY 1, 1990. THE PROCEDURE  
28 FOR A RENEWAL OF THIS FRANCHISE FOR AN ADDITIONAL PERIOD OF TEN

29 (10) YEARS AFTER SAID DATE SHALL CONFORM TO THE PROVISIONS OF

1 ALL THE PROVISIONS OF THIS ACT. IN THOSE AREAS OF THE COUNTY, AS  
2 HEREINAFTER DEFINED, IN WHICH SAID MULTIVIEW CABLE CORPORATION HAS  
3 CONSTRUCTED OR HAS UNDER CONSTRUCTION A CATV CABLE DISTRIBUTION  
4 PLANT, AS HEREINAFTER SET FORTH, THE SAID MULTIVIEW CABLE CORPOR-  
5 ATION SHALL BE EXEMPTED AND EXCEPTED FROM THE PROVISIONS OF  
6 SECTIONS 6.4, 6.5, 6.6 AND 6.7 (a), (b) AND (c) OF THIS ACT, AND  
7 SHALL BE EXCEPTED FROM THE PROVISIONS OF SECTIONS 6.10 (c) 3,4,5,  
8 6, AND 7; 6.9 (a); 6.10 (d), (f), (g) AND (i) UNTIL THE YEAR  
9 1977 OR UNTIL A DATE IN WHICH THE FCC HAS DIRECTED THAT THE  
10 CURRENT SYSTEM OF SAID MULTIVIEW CABLE CORPORATION MUST BE  
11 UPGRADED TO COMPLY WITH SUCH PROVISIONS.

12 (4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PRO-  
13 HIBIT EXPANSION OF THE SAID MULTIVIEW CABLE CORPORATION CATV CABLE  
14 DISTRIBUTION PLANT BEYOND THE SPECIFIED AREAS OF THE COUNTY, AS  
15 HEREINAFTER SET FORTH IN WHICH THE SAID MULTIVIEW CABLE CORPORATION  
16 IS NOW OR HAS BEEN OPERATING A CATV SYSTEM. PRIOR TO ANY SUCH  
17 EXPANSION IN THE FUTURE, HOWEVER, THE SAID MULTIVIEW CABLE CORPOR-  
18 ATION SHALL COMPLY WITH THE PROVISIONS OF SECTIONS 6.4, 6.5, 6.6  
19 AND 6.7 (a), (b) AND (c) OF THIS ACT, AND IF SAID EXPANSION IS  
20 REQUESTED PRIOR TO THE YEAR 1977, THEY SHALL ALSO BE REQUIRED TO  
21 COMPLY WITH THE PROVISIONS OF SECTIONS 6.10 (c) 3, 4, 5, 6 AND  
22 7; 6.9 (a); 6.10 (d), (f), (g), (i) OF THIS ACT.

23 (5) THE DESIGNATED AREA OF THE COUNTY IN WHICH MULTI-  
24 VIEW HAS CONSTRUCTED OR HAS UNDER CONSTRUCTION CATV CABLE  
25 DISTRIBUTION PLANT IS HEREBY DEFINED AS THAT LOWER PORTION OF THE  
26 COUNTY EXTENDING FROM JOPPATOWNE ON THE SOUTH TO A STRAIGHT LINE  
27 ON THE NORTH RUNNING FROM THE 39° 35' PARALLEL OR LONGITUDE FROM  
28 THE EASTERNMOST COUNTY LINE TO THE WESTERNMOST COUNTY LINE.

29 (6) THE COMPANY SHALL NO LATER THAN THE END OF THE

1 HOW THE COMPANY SHALL COMPLY WITH THE CHANNEL CAPACITY AND  
2 ACCESS CHANNEL REQUIREMENTS AS SET FORTH IN SECTION 76.251, OF THE  
3 RULES AND REGULATIONS OF THE FCC.

4 Section 6.8. Fee for Filing Applications.

5           On the application due date, each applicant shall be  
6 required to file a fee of One Thousand Dollars (\$1,000.00) payable  
7 to Harford County, Maryland. The sum of Seven Hundred Fifty  
8 Dollars (\$750.00) will be returned to the unsuccessful bidder(s)  
9 at such time as an award is made to the successful bidder or  
10 bidders. The fee of One Thousand Dollars (\$1,000.00) paid by the  
11 successful bidder(s) shall not be refunded by the County but will  
12 be used to defray the County's cost in processing, considering and  
13 acting upon the applications.

14 Section 6.9. Construction and Installation of the System.

15           (a) Upon commencement of the operation of the system,  
16 it shall be capable of transmitting those number of channels re-  
17 quired under the FCC Rules and Regulations for delivery to its  
18 Residential Subscribers. Said services are to be rendered to  
19 public or quasi-public facilities or buildings without charge.

20           (b) The Company shall construct and/or extend the in-  
21 stallation of its System throughout the County, OR IN THE SPECIFIED  
22 AREA OR AREAS OF THE COUNTY FOR WHICH A FRANCHISE IS GRANTED, in  
23 the manner and in accordance with the timetable set forth in the  
24 franchise. It shall commence construction no later than one year  
25 from the effective date of the franchise, or within one year  
26 after final, legal resolution of any approvals or actions  
27 that may be required by the FCC, OR ANY OTHER FEDERAL, STATE  
28 OR LOCAL AGENCY, whichever is later and shall have completed  
29 or substantially completed construction within ~~seven (7)~~ FIVE (5)



1 five (75) or more per linear-mile. At least 15% of the County  
2 with energized and operable trunk cable within the first year  
3 after the issuance of the certificate of compliance by the  
4 FCC. -Thereafter, the Company shall extend the energized trunk  
5 cable at least ten per cent (10%) each year until the entire  
6 system is built in the County providing basic service to all  
7 areas throughout the County in which the density of Residential  
8 Subscribers is 75 or more per square mile. THE FRANCHISEE SHALL  
9 ACCOMPLISH SIGNIFICANT CONSTRUCTION WITHIN ONE (1) YEAR AS AFORE-  
10 SAID, AND SHALL EQUITABLY AND REASONABLY EXTEND ENERGIZED TRUNK  
11 CABLE TO TWENTY PERCENT (20%) OF THE FRANCHISE AREA EACH YEAR  
12 THEREAFTER IN ORDER TO PROVIDE SERVICE TO ALL POTENTIAL SUB-  
13 SCRIBERS THROUGHOUT THE FRANCHISE AREA NO LATER THAN THE END OF  
14 THE FIFTH YEAR AFTER CONSTRUCTION IS COMMENCED, EXCEPT AS MAY BE  
15 OTHERWISE PROVIDED IN ANY EXTENSION OF SERVICE PROVISION SET  
16 FORTH IN THE FRANCHISE AGREEMENT. All approvals and/or licenses  
17 and/or permits required to construct the system shall be applied  
18 for, and the application for certificate of compliance filed  
19 with the FCC, within sixty (60) days, by the Company, from  
20 the date of the granting of the franchise.

21 (c) The County shall have the right to inspect all con-  
22 struction or installation work, performed by the Company in  
23 the streets, and make such inspections as the County deems  
24 necessary to insure compliance with the terms of its franchise  
25 and other pertinent provisions of law.

26 (d) Within sixty days from the date of request by the  
27 County, the Company shall supply maps delineating the location of  
28 all of its then installed cables.

29 (e) No poles, underground conduits, or other wire holding

1 in which such are to be erected. To the extent possible, the  
2 Company shall negotiate agreements, with the appropriate parties,  
3 to permit it to utilize the existing poles and underground con-  
4 duits throughout the County. If the County, at a future date,  
5 requires all utilities to be placed underground, in all or  
6 a portion of the County, the Company shall conform to such  
7 requirement at its own expense. THE COMPANY SHALL BE REQUIRED TO  
8 PROVIDE UNDERGROUND SERVICE IN NEW AREAS WHERE SERVICE IS NOT  
9 PROVIDED BY EXISTING AERIAL PLANT AND WHERE OTHER UTILITIES ARE  
10 REQUIRED TO PROVIDE UNDERGROUND SERVICE. Any poles, underground  
11 conduits, or other fixtures, that the Company is authorized  
12 by the County to install, must be placed in a manner to provide  
13 minimum interference with the usual travel on the public streets  
14 and any existing utility services.

15 (f) The Company shall, on the request of any person  
16 holding an appropriate building permit, temporarily raise or lower  
17 its wires to permit such authorized construction. The expense  
18 of such temporary removal or raising or lowering of cables shall  
19 be borne by the person requesting same, and the Company shall have  
20 the authority to require such payment in advance. The Company  
21 shall be given not less than seventy-two (72) hours advance notice  
22 to arrange for such temporary cable changes.

23 (g) In the event that the relocation, construction,  
24 reconstruction, maintenance, repair, by the County, or public util-  
25 ity, of its sewers, water mains, storm drains, or other public  
26 facilities, requires the Company to remove, lower or raise its  
27 cables and related equipment, the Company shall do so at its own  
28 cost and expense.

29 (h) If the Company shall fail, refuse or neglect to comply

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1 from such removal, alteration or relocation. All costs in connec-  
2 tion therewith shall be paid by the Company within thirty (30)  
3 days from the date of the invoice therefor.

4 (i) All of the Company's construction shall be conducted in  
5 a manner that will cause minimum interference with the rights and  
6 reasonable convenience of the property owners directly affected  
7 thereby. The Company shall maintain all structures, cables and  
8 related CATV equipment, that are located in, over, under and  
9 upon the streets, in a safe, suitable, substantial condition, and  
10 in good order and repair at all times.

11 (j) All construction and installation, by the Company,  
12 shall be effectuated in a manner that is consistent with the FCC's  
13 Rules, as to technical standards and otherwise.

14 The Company shall have the right to remove, trim, cut,  
15 and keep clear of its poles, cables, underground conduits, and  
16 related equipment, the trees in and along the County owned streets,  
17 but in the exercise of such rights, the Company shall not cut or  
18 otherwise damage said trees to any greater extent than is reason-  
19 ably necessary for the erection, installation, maintenance, and  
20 use of such CATV equipment. The Company shall not trim, cut or  
21 remove such trees from any County owned street, without providing  
22 written notice, of its intention to do so, to the County or its  
23 authorized personnel.

24 Section 6.10. Operation.

25 (a) The Company shall commence operation as provided in  
26 Section 6.9.

27 (b) Within sixty (60) days of receipt of a reasonable  
28 request for service, by any person who is located within the  
29 County areas then serviced by the Company, the Company shall

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1 (c) The initial Base Service of the Company shall include  
2 the following:

3 (1) All television signals that are required by the FCC.

4 (2) At the Company's option, or at the County's request,  
5 such other television signals as the FCC Rules and Regulations  
6 permit.

7 (2) AT THE REQUEST OF THE GRANTING AUTHORITY, THE  
8 COMPANY SHALL REQUEST THE FCC TO PERMIT THEM TO CARRY ADDITIONAL  
9 TELEVISION SIGNALS AS ARE AUTHORIZED BY FCC RULES AND REGULATIONS  
10 AND ARE COMPATIBLE WITH THE CHANNEL CAPACITY OF THE COMPANY'S  
11 CATV PLANT OR PLANTS.

12 (3) No less than one channel that is reserved for use  
13 by the Granting Authority.

14 (4) No less than one channel (called the Public Channel)  
15 that is reserved for use (on a non-discriminatory and uncensored  
16 basis) of any person residing within the County. On the Public  
17 Channel, the Company shall provide time on a first-come first-  
18 served basis, except that the Company shall endeavor to provide  
19 such channel time to as many different persons as is practical.  
20 To maximize the opportunity for freedom of expression and diversity  
21 of the sources of public opinion, the program content on the  
22 Public Channel shall be free from any censorship or control  
23 by the Company (except as may be necessary for the Company  
24 to comply with the rules and regulations of the FCC governing  
25 the uses of such public channel(s).

26 (5) No less than one channel that is reserved for  
27 use by the School System (the Educational Channel).

28 (6) No less than one channel that is reserved for  
29 local program originations, by the Company, of local, State and

1 applicable law.

2 (d) Based upon the Granting Authority's findings of public  
3 need, which findings shall be predicted upon usage of either  
4 the County, Public or Educational channel(s) for a period of 80%  
5 of the weekdays for 80% of any consecutive three hour period for  
6 six (6) consecutive weeks, the company shall, within a period not  
7 to exceed six (6) months, make an additional channel(s) available  
8 for use for which the public need has been demonstrated. No  
9 charge shall be made for any additional channel(s) as herein set  
10 forth. COUNTY, PUBLIC, EDUCATIONAL OR ADDITIONAL ACCESS CHANNEL(S)  
11 AS HEREIN SET FORTH FOR A PERIOD OF FIVE (5) YEARS FROM THE  
12 COMPLETION OF THE SYSTEM'S BASIC TRUNK LINE.

13 (e) In the course of its operations, the Company shall  
14 undertake any new and additional construction and/or installations  
15 as may be necessary to keep pace with the latest developments in  
16 the state of the CATV art.

17 (f) On the County and Education Channels, the Company  
18 shall carry and/or cablecast such programming as is designated by  
19 the County, or its designated representative, and the School  
20 System, or its designated representative, respectively.

21 (g) On the Public Channel, the Company shall provide time  
22 on a first-come first-served basis, except that the Company shall  
23 endeavor to provide such channel time to as many different persons  
24 as is practical. To maximize the opportunity for freedom of  
25 expression and diversity of the sources of public opinion, the  
26 program content on the Public Channel shall be free from any  
27 censorship or control by the Company.

28 (h) The Company, shall, without charge for installation,  
29 maintenance or service, make installations of its cable television

1 colleges, universities and similar institutions within the  
2 County within ~~one thousand (1,000)~~ THREE HUNDRED (300) feet  
3 EXCEPT THE HARFORD COMMUNITY COLLEGE WHICH SHALL BE ONE THOUSAND  
4 (1,000) FEET of the service lines of its cable system. The  
5 Company shall make such installations to such institutions  
6 not within ~~one thousand (1,000)~~ THREE HUNDRED (300) feet EXCEPT  
7 THE HARFORD COMMUNITY COLLEGE WHICH SHALL BE ONE THOUSAND (1,000)  
8 FEET of its service lines upon request of such institution  
9 therefor at its certified cost, and shall continue service  
10 and maintenance thereafter at no charge. The Company shall  
11 not charge for service to additional outlets within such  
12 facilities, nor shall there be any charges for the use of  
13 multiple television receivers within such facilities.

14 (i) During those daily time segments in which no signals  
15 or programming are transmitted on any channel, that is reserved by  
16 the FCC Rules, this Act, or other applicable law, the Company may  
17 utilize such channels for any purpose otherwise consistent with  
18 the provisions of this Act.

19 (j) In the event that the County declares that a public  
20 emergency has arisen, the County may interrupt the programming on  
21 all channels and preempt all of same to provide the public with  
22 appropriate announcements or information and, as necessary, the  
23 Company shall provide without cost any and all facilities required  
24 therefor.

25 (k) In the operation of its system, the Company shall not  
26 interfere, in any way, with the right of any County resident to  
27 utilize an individual antenna for the purpose of receiving tele-  
28 vision and other signals off-the-air.

29 (l) At all times during its operation, the Company shall

1 (a) Throughout the term of its franchise, the Company  
2 shall maintain all parts of the System in good, working condition.

3 (b) The Company shall maintain at least one office within  
4 the County which shall be open at least ~~six (6)~~ FIVE (5) days  
5 a week between the hours of 9 a.m. and 5 p.m. to receive  
6 complaints and to receive and to respond to all service calls  
7 and correct malfunctions as promptly as possible, and, under  
8 normal circumstances, shall respond to such calls within a  
9 period of time not to exceed seventy-two (72) hours after notice  
10 thereof. For that purpose the Company shall maintain in the  
11 County a sufficiently large and competent staff of technicians  
12 to provide adequate and prompt service to all installations  
13 of said service.

14 (c) Except in emergency situations, the Company shall  
15 interrupt its service, for the purpose of repair or upgrading of  
16 the System only during periods of minimum use, if at all possible.

17 (d) The Company shall not engage in the production, sale,  
18 lease or repair of residential television receivers.

19 Section 6.12. Rates.

20 (a) The initial rates for Basic Service to Residential  
21 Subscribers shall not exceed the following amounts:

22 (1) For service, \$6.95 a month for the first outlet  
23 and \$1.50 a month for each additional outlet.

24 (2) Installation of original service \$25.00, instal-  
25 lation of any additional outlets on original service \$5.00.

26 (3) Moving an outlet \$5.00.

27 (4) Reconnecting an outlet or outlets \$15.00.

28 (5) For reconnection of service discontinued because  
29 of change of occupant \$5.00.

1 The first outlet shall be considered, for the purpose of rates,  
2 an additional outlet if the subscriber receives Basic Service.

3 (c) All rates, charges, terms, and conditions relating  
4 thereto shall be nondiscriminatory.

5 (d) Within thirty (30) days after the completion of its  
6 annual audit prior to March 15 the Company shall file all of its  
7 financial statements and reports for the preceding calendar year  
8 indicating a full schedule of all services offered and rates  
9 charged, and such other information data as the County may  
10 reasonably request.

11 (e) In the event that the Company seeks to have a rate  
12 established for a new service or to increase the rates of existing  
13 TO INCREASE THE RATES OF BASIC services, it shall file a written  
14 request specifying the justification thereof and the Granting  
15 Authority shall rule on each such request within one hundred  
16 fifty (150) days from the date of the Company's filing or within  
17 thirty (30) days after the filing of additional supporting  
18 data, as requested by the Granting Authority, whichever date  
19 is later. No increase in rates charged to subscribers shall  
20 be made until the conclusion of an appropriate public proceeding  
21 affording due process. HOWEVER, THE COMPANY MAY ADD TO THE  
22 MONTHLY SERVICE CHARGES SPECIFIED TAXES OR FEES INCLUDING  
23 COPYRIGHT FEES, IMPOSED BY FEDERAL, STATE OR LOCAL GOVERNMENT  
24 OR LEGISLATIVE BODIES.

25 (f) No charge shall be made FOR A PERIOD OF FIVE (5) YEARS  
26 FROM THE COMMENCEMENT OF CABLE TELEVISION SERVICE to the County  
27 for the use of the County Channel(s) or to the School System  
28 for use of its channel(s). In addition, the Company will provide  
29 one, non-commercial, Public Channel without charge, except



1 (g) The Company shall provide the County and School System  
2 with Additional Services at a charge to be set by the Granting  
3 Authority, but not to exceed sixty-six and two thirds per cent  
4 ( $66\frac{2}{3}\%$ ) of the charge to residential subscribers or the charge  
5 for similar service offered by the appropriate communication  
6 common carrier operating within the County, whichever is less.  
7 Section 6.13. Annual Fees and Compensation to the County.

8 (a) The Company shall pay the County an initial annual fee  
9 of three per cent (3%) of its gross Subscriber Revenues. Should  
10 a like-kind fee payment be required by any State agency now or  
11 subsequently charged with the regulation of cable television, the  
12 fee provided for herein and the fee payable to said State agency  
13 when added together, shall not exceed the maximum amount permitted  
14 by applicable federal law, rules or regulations. If subsequent to  
15 the granting of this franchise, the FCC authorizes and/or approves  
16 an increase in annual fee over and above the three percent (3%)  
17 rate, and/or changes its determination of the term "subscriber  
18 revenues" the Company shall pay the County said increased fee,  
19 upon notification of the Company by the Granting Authority. The  
20 said annual compensation shall be paid on or before March 15 at  
21 the time of filing the annual financial report for the preceding  
22 calendar year.

23 (b) No payments of the annual fee, or other justifiable  
24 charges that are made by the Company to the County pursuant hereto,  
25 shall be considered in any manner as in the nature of a tax, but  
26 such payment shall be made in addition to any and all taxes which  
27 are now or may hereafter be required generally of commercial enter-  
28 prises in the County.

29 (c) The annual fee schedules shall become operative upon

1 Section 6.14. Inspection by the County.

2 (a) The Company shall construct, operate and maintain the  
3 System subject to the inspection of all of the authorities of the  
4 County who may now have or hereinafter obtain jurisdiction in such  
5 matters, and in strict compliance with all laws, ordinances,  
6 departmental rules and regulations affecting the System.

7 (b) The System, and all parts thereof, shall be subject to  
8 the right of periodic inspection by the County's duly authorized  
9 personnel.

10 (c) No construction, reconstruction or major change of  
11 the system, within the streets, will be commenced until the  
12 Company has presented its written plans to the proper County  
13 officials, and the latter have approved the same. The County  
14 officials may impose such conditions and regulations as are reason-  
15 ably necessary for the protection of the public and for the con-  
16 tinuity of pedestrian and vehicular traffic. The County shall  
17 promptly review the Company's plans and, unless disapproved or  
18 altered for valid cause shown., within ninety (90) days from date  
19 of submission to the County it shall be deemed that approval has  
20 been granted.

21 (e) The Granting Authority may require that any portion or  
22 all of the System should be reasonably improved or upgraded  
23 (including, but not limited to, increasing channel capacity, pro-  
24 viding improved equipment, and offering new services) and may  
25 order such improvement or upgrading to be effected by the Company  
26 within a reasonable time thereafter; provided, however, that the  
27 method of improving or upgrading is readily available within the  
28 CATV industry and can be financed under the existing rate  
29 schedule.

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1 terms hereof, the Company shall, if necessary, relocate or  
2 change the System to conform with such new grades or lines  
3 and will do so at its own cost and expense.

4 (b) If the modification of water mains, sewerage or  
5 drainage systems or other public utilities in the streets, is  
6 required to permit the Company to construct, modify, maintain or  
7 operate its CATV system, such modifications, shall be at the sole  
8 cost and expense of the Company and in conformance with County law,  
9 and all work performed by the Company pursuant hereto, shall be  
10 done in the manner prescribed by the County's duly authorized  
11 personnel.

12 Section 6.16. Progress and Status Reports.

13 (a) Within six (6) months from the date of the Certificate  
14 of Compliance by the FCC or within nine (9) months of the effective  
15 date of the franchise, whichever is sooner, the Company shall sub-  
16 mit to the County its construction plan, indicating the timetable,  
17 for construction and/or extension of the various segments of the  
18 system.

19 (b) From the date of commencement of construction through  
20 the completion of substantial construction, as defined by this  
21 Article, the Company shall furnish the County with progress reports  
22 at six month intervals, the first such report to be made one year  
23 from the date of commencement of construction. Such reports shall  
24 indicate, in detail, the progress of construction.

25 (c) Annual financial reports shall be submitted in the  
26 manner provided by this Article.

27 (d) Within ten (10) days after the Company, its affiliates,  
28 and/or subsidiaries have filed a report, petition or communication,  
29 with any governmental body pertaining to any aspect of the Com-

1 Authority a current list of all officers, directors and stock-  
2 holders owning five (5%) percent or more of the Company, its  
3 parents, subsidiaries or affiliates.

4 (f) With reasonable expedition, upon request of the  
5 Granting Authority, the Company shall submit any further informa-  
6 tion with regard to the business of the Company, as the Granting  
7 Authority may reasonably request.

8 Section 6.17. Books and Records of the Company.

9 (a) So long as it continues to operate the System, or any  
10 portion thereof in the County, the Company shall maintain its  
11 principal office in the County and hereby designates such office  
12 as the place where all legal notices, directions, orders and  
13 requests may be served or delivered on it pursuant to the terms  
14 of this Act. The Granting Authority shall be immediately notified  
15 of the location of such office or any change thereof.

16 (b) The Company shall keep complete and accurate books of  
17 accounts and records of its business and operations in the County  
18 and shall maintain those records at the Company's office in the  
19 County.

20 (c) The Granting Authority and the County, or its duly  
21 authorized representatives, shall have access to all of the records  
22 described above. The Company shall provide such access, during the  
23 hours of 9:00 a.m. and 5:00 p.m., upon receipt of forty-eight (48)  
24 hours prior notice.

25 (d) Any false entry in the aforesaid records of the Com-  
26 pany pertaining to a material and substantial fact that has been  
27 knowingly made by this Company, shall constitute a violation of a  
28 material provision of this Article.

29 Section 6.18. Liability for Damages.

1 of action or award of damages, whether compensatory or punitive,  
2 or expenses arising therefrom, either at law or in equity,  
3 which might be claimed now or in the future, including any  
4 payments required by the Workmen's Compensation Law, which  
5 may arise out of or be caused by the erection, location, mainte-  
6 nance, repair, installation, replacement and/or removal of  
7 said cable television system within the County, or by any act  
8 of the Company, its agents, or employees.

9 (b) The Company shall, at its sole cost and expense carry  
10 insurance with an insurance company having a Best General Policy  
11 Holder rating of A and a Financial Rating of AAAAA and in such  
12 form as approved by the County Solicitor, of not less than:

13 (1) ~~One Million Dollars (\$1,000,000.00)~~ FIVE HUNDRED THOUSAND DOLLARS  
14 (\$500,000.00) for property damages in any one accident;

15 (2) One Million Dollars (\$1,000,000.00) per person; and (3) ~~Three~~  
16 TWO Million Dollars (\$3,000,000.00) \$2,000,000.00 per occurrence

17 for liability due to personal injury or death. Such insurance  
18 shall protect the County and/or Granting Authority from and  
19 against all claims, demands, actions, judgments and liabilities  
20 which may arise or result, directly or indirectly, from or  
21 by reason of such loss, injury or damages. All insurance required  
22 hereby shall include the County and/or Granting Authority as  
23 an insured party and remain in full force and effect for the  
24 entire period covered by this franchise. A copy of said policy  
25 shall be delivered to the Granting Authority at such time as  
26 this franchise takes effect and each year thereafter during  
27 the continuance of this franchise. The Company shall also  
28 carry insurance to protect it from all claims under the Workmen's  
29 Compensation Law in effect that may be applicable to it.

1 and hold the County, Granting Authority and/or School System harm-  
2 less from all liability, damages, cost or expenses (including  
3 reasonable attorney's fees), arising from claims for injury to  
4 persons, including but not limited to slander or libel action and/  
5 or damage to property CAUSED BY THE NEGLIGENT OR WILLFUL ACT  
6 OF THE COMPANY, ITS AGENTS, SERVANTS AND/OR EMPLOYEES.

7 (d) At least thirty (30) days prior to commencement of  
8 construction, the Company shall file with the Granting Authority  
9 and maintain on file throughout the term of the franchise, insurance  
10 policies providing coverage or coverages specified above issued by  
11 a Company duly authorized to do business in this State.

12 Section 6.19. Security Fund.

13 (a) Within ninety (90) days after the granting of the  
14 franchise, the Company shall deposit with the Granting Authority  
15 and maintain on deposit through the term of its franchise, the sum  
16 of ~~ten~~ FIVE Thousand Dollars (~~\$10,000.00~~ \$5,000.00) in cash  
17 as security for the faithful performance by it of all the provi-  
18 sions of this Act, and the payment by the Company of any claims,  
19 liens, and taxes due the County which arise by reason of the  
20 construction, operation or maintenance of the System. THIS SUM  
21 SHALL BE DEPOSITED BY THE GRANTING AUTHORITY IN AN INTEREST  
22 BEARING ACCOUNT. ALL SUCH AMOUNTS OF INTEREST SHALL BE PAID OR  
23 CREDITED TO THIS ACCOUNT AND SHALL BE CREDITED TO AND BECOME THE  
24 PROPERTY OF THE COMPANY BUT ALL ACCOUNTS SHALL REMAIN AND BECOME  
25 A PART OF THE TOTAL SECURITY FUND.

26 (b) Within thirty (30) days after notice to it that any  
27 amount has been withdrawn from the security fund deposited  
28 pursuant to subdivision (a) of this section, the Company shall  
29 pay to, or deposit with, the Granting Authority, a sum of money

1 within the time fixed herein; or fails, after thirty (30) days  
2 notice to pay the County any taxes due and unpaid, or, fails  
3 to repay to the County within such thirty (30) days, any damages,  
4 costs or expenses which the County shall be compelled to pay by  
5 reason of any act or default of the Company in connection with this  
6 Article or fails, after fifteen (15) days notice by the County and/  
7 or Granting Authority, of such failure to comply with any pro-  
8 vision of this Act, which the County and/or Granting Authority  
9 reasonably determines can be remedied by an expenditure of the  
10 security, the County and/or Granting Authority may immediately  
11 withdraw the amount thereof, with interest and any penalties, from  
12 the security fund. Upon such withdrawal, the County and/or  
13 Granting Authority shall notify the Company of the amount and the  
14 date thereof.

15 (d) The cash deposit posted pursuant to Subsection (a)  
16 shall become the property of the County in the event that the  
17 Certificate of Compliance granted by the FCC is cancelled by reason  
18 of the default of the Company. The cash deposit shall be retained  
19 by the County and returned to the Company at the expiration of the  
20 franchise, or any renewal thereof, provided there is then no out-  
21 standing default on the part of the Company.

22 (e) The rights reserved to the County with respect to the  
23 security fund are in addition to all other rights of the County  
24 whether reserved by this Article or authorized by law, and no  
25 action, proceeding or exercise of a right with respect to such  
26 security shall affect any other right the County may have.

27 Section 6.20. Fair Employment Regulations.

28 (a) The Company shall recognize the right of its employees  
29 to bargain collectively through representatives of their own

1 to rates of pay, wages, hours of employment or other conditions  
2 of employment and shall not dominate, interfere with or participate  
3 in the management or control of or give financial support to  
4 any union or association or its employees.

5 (b) The Company shall not refuse to hire or employ, nor bar  
6 or discharge from employment, nor discriminate against any person  
7 in compensation or in terms, conditions or privileges of  
8 employment, because of age, race, creed, color, national origin  
9 or sex.

10 SECTION 6.201. DISCRIMINATORY PRACTICES PROHIBITED.

11 (a) THE COMPANY SHALL NOT DENY SERVICE OR ACCESS, OR  
12 OTHERWISE DISCRIMINATE AGAINST SUBSCRIBERS, PROGRAMMERS, OR  
13 CITIZENS OF HARFORD COUNTY ON THE BASIS OF RACE, COLOR, RELIGION,  
14 NATIONALITY OR SEX. THE COMPANY SHALL COMPLY AT ALL TIMES WITH  
15 ALL APPLICABLE FEDERAL, STATE, AND COUNTY LAWS, AND ALL EXECUTIVE  
16 AND ADMINISTRATIVE ORDERS RELATING TO NON-DISCRIMINATION. NOTHING  
17 IN THIS PROVISION SHALL BE CONSTRUED TO PROHIBIT A REDUCTION OR  
18 WAIVING OF CHARGES IN CONJUNCTION WITH PROMOTIONAL CAMPAIGNING FOR  
19 THE PURPOSE OF ATTRACTING SUBSCRIBERS, NOR SHALL THIS PROVISION  
20 BE INTERPRETED TO PROHIBIT THE ESTABLISHING OF A GRADUATED SCALE  
21 OF CHARGES AND CLASSIFIED RATE SCHEDULES TO WHICH ANY SUBSCRIBER  
22 OR PROGRAMMER INCLUDED HEREIN AS PARTICULARLY CLASSIFIED SHALL BE  
23 ENTITLED.

24 (b) NEITHER THE COMPANY NOR ANY OTHER PERSON, AGENCY,  
25 OR ENTITY SHALL TAP OR ARRANGE FOR THE TAPPING OF ANY CABLE,  
26 SIGNAL INPUT DEVICE OR SUBSCRIBER OUTLET OR RECEIVER FOR ANY  
27 PURPOSE WHATSOEVER.

28 (c) NEITHER THE COMPANY NOR ANY OTHER PERSON, AGENCY,  
29 OR ENTITY SHALL MONITOR OR ARRANGE FOR THE MONITORING OF ANY CABLE,



1 AFFORDING DUE PROCESS.

2       (d) THE COMPANY AND THE COUNTY SHALL MAINTAIN CONSTANT  
3 VIGILANCE WITH REGARD TO POSSIBLE OBSERVANCES OF THE RIGHT OF  
4 PRIVACY OR OTHER HUMAN RIGHTS OF ANY SUBSCRIBER, PROGRAMMER, OR  
5 CITIZENS OF HARFORD COUNTY, RESULTING FROM ANY DEVICE ASSOCIATED  
6 WITH THE CABLE TELEVISION SYSTEM, THE POSSIBILITY OF SUCH  
7 OBSERVANCES SHALL BE DISCUSSED AT REGULAR INTERVALS, TO BE DETER-  
8 MINED BY THE COUNTY, AND AT ALL RATE INCREASE HEARINGS. DEVICES  
9 SUCH AS ELECTRONIC LOCKS, SCRAMBLERS, WARNING LIGHTS, AND OTHERS,  
10 SHALL BE PROVIDED BY THE COMPANY IF SUCH PROBLEMS ARISE THE  
11 TECHNICALITY BECOMES GENERALLY AVAILABLE, AND REASONABLE  
12 FINANCIAL ARRANGEMENTS CAN BE NEGOTIATED BY THE COMPANY.

13 Section 6.21. Foreclosure.

14       Upon the threat of foreclosure or judicial sale of all  
15 or substantial part of the System, or upon notification of the  
16 termination of any lease covering all or a substantial part of the  
17 System, the Company shall immediately notify the Granting Authority  
18 of such fact, and such notification shall be treated as a notifi-  
19 cation that a change in control of the Company may take place, and  
20 the provision of this Article, governing the consent of the County  
21 to such change in control of the Company, shall apply upon the  
22 happening of such event.

23 Section 6.22. Receivership.

24       (a) The Granting Authority shall have the right to cancel  
25 this franchise one hundred twenty (120) days after the appoint-  
26 ment of a receiver or trustee, to take over and conduct the busi-  
27 ness of the Company, whether in receivership, reorganization,  
28 bankruptcy, or other action or proceeding, unless such receiver-  
29 ship or trusteeship shall have been vacated prior to the

1 fully complied with all the provisions of this Act and remedied all  
2 defaults thereunder; or

3 (2) Such receiver or trustee, within said one hundred  
4 twenty (120) days shall have executed an agreement, duly  
5 approved by the Court having jurisdiction in the premises, whereby  
6 such receiver, or trustee assumes and agrees to be bound by each  
7 and every provision of this Act.

8 Section 6.23. Restrictions Against Transfers.

9 (a) The franchise shall not be assigned or transferred,  
10 either by the act of the Company or by operation of law, without  
11 the consent of the Granting Authority. The granting, giving or  
12 waiving of any one or more of such consents shall not render  
13 unnecessary any subsequent consent or consents.

14 (b) The Company shall promptly notify the Granting  
15 Authority of any actual or proposed change in, or transfer of, or  
16 acquisition by any other party of, control of the Company. The  
17 word "control" as used herein includes actual working control in  
18 whatever manner exercised. Every change, transfer, or acquisition  
19 of control of the Company shall make the franchise subject to  
20 cancellation unless and until the Granting Authority shall have  
21 consented thereto. For the purpose of determining whether it shall  
22 consent to such change, transfer, or acquisition of control, the  
23 Granting Authority may inquire into the qualifications of the  
24 prospective controlling party, and the Company shall assist the  
25 Granting Authority in any such inquiry. If the Granting Authority  
26 does not schedule hearing on the matter within sixty (60) days  
27 after notice of the change or proposed change and the filing of a  
28 petition requesting its consent, it shall be deemed to have  
29 consented. IF THE TRANSFEREE OR ASSIGNEE MEETS THE BASIC

1 resolution denying its consent and such change, transfer or acqui-  
2 sition of control has been ~~effected~~, EFFECTED, the Granting Authority  
3 may cancel the franchise unless control of the Company is restored  
4 to its status prior to the change, or to a status acceptable  
5 to the Granting Authority.

6 (c) Nothing in this Section shall be deemed to prohibit  
7 a mortgage or pledge of the franchise, System or any part thereof,  
8 for financing purposes; nor does it prohibit the same of the  
9 Company's stock publicly in compliance with applicable laws.  
10 Section 6.24. Restrictions on the Company.

11 (a) Contracts with and payments by and between the Company  
12 and affiliates will be subject to complete disclosure to the  
13 Granting Authority. For purposes of regulation, the Granting  
14 Authority reserves the right to inquire into the actual cost  
15 of performing services which may be purchased or contracted for  
16 from any affiliate.

17 (b) The Company's Ownership structure shall conform, at  
18 all times, to the FCC's Rules and Regulations.

19 (c) The Company shall pay dividends only according to  
20 State law.

21 Section 6.25. Cancellation and Expiration.

22 The Granting Authority shall have the right to cancel  
23 the franchise: If the Company fails to comply with any material  
24 and substantial provision of this Article, or any reasonable order,  
25 direction or permit issued by any County Agency pursuant to such  
26 material and substantial provision; or if the Company fails to  
27 comply reasonably with any provision of either, any order, direc-  
28 tion or permit issued by any County Agency pursuant to any  
29 provision. Such cancellation shall be by resolution of the Granting

1 opportunity to correct such failure or to present facts and argu-  
2 ment in refutation of the alleged failure.

3 (b) If the Granting Authority then concludes that there  
4 is a basis for cancellation, it shall notify the Company thereof.

5 (c) If within a reasonable time, the Company does not  
6 remedy and/or put an end to the alledged failure, the Granting  
7 Authority, after a public hearing on notice, may cancel the fran-  
8 chise if it determines that such action is warranted.

9 Section 6.26. Arbitration.

10 Matters which are in dispute hereunder, such as cancel-  
11 lation, may be appealed by the injured party to an Arbitration  
12 Panel, which shall consist of three (3) members.

13 (a) The membership shall be one person named by the  
14 Granting Authority and one person named by the Company, with the  
15 third member to be named by the Company representative and the  
16 Granting Authority representative acting jointly. If they fail  
17 to agree as to the third member, either or both members shall apply  
18 to the American Arbitration Association and the latter shall name  
19 the third member. Absent majority agreement to the contrary, the  
20 third appointee shall be the Presiding Officer.

21 (b) Each party shall bear the expenses of its own  
22 representatives. The expenses of the arbitration shall be borne  
23 as determined by the Arbitration Panel in its award or finding,  
24 but in no event shall the Granting Authority be obligated for  
25 more than one-half of the expenses.

26 (c) The determination of the majority of the three-  
27 member Panel shall be binding on the parties.

28 Section 6.27. Granting Authority Rights in Franchises.

29 The right is hereby reserved to the Granting Authority

1 that such regulations, by ordinances, or otherwise, shall be  
2 reasonable.

3 Section 6.28. Appointment of Regulatory Body CITIZENS ADVISORY  
4 GROUPS APPOINTED IN ACCORDANCE WITH THE CHARTER OF HARFORD  
5 COUNTY, MARYLAND.

6 The Granting Authority ~~may~~, SHALL, in the exercise of its  
7 discretion, create a ~~regulatory body to carry~~ ONE OR MORE CITIZENS  
8 ADVISORY GROUPS TO ASSIST THE GRANTING AUTHORITY IN CARRYING out  
9 fully and effectually, the responsibilities retained by the Grant-  
10 ing Authority to insure performance, to set just and reasonable  
11 rates so as to provide a reasonable return upon the fair value  
12 of the Company's property used in rendering service to the public,  
13 and such other and further duties and responsibilities as the  
14 Granting Authority may see fit to grant.

15 SECTION 6.281. MODIFICATION OF FCC RULES AND REGULATIONS.

16 (a) CONSISTENT WITH THE REQUIREMENTS OF RULE 76.31 OF THE  
17 FEDERAL COMMUNICATIONS COMMISSION, ANY MODIFICATION OR AMENDMENT  
18 TO THE RULES AND REGULATIONS THEREOF BY THE FEDERAL COMMUNICATIONS  
19 COMMISSION SHALL, TO THE EXTENT APPLICABLE, BE INCORPORATED HEREIN  
20 BY SPECIFIC AMENDMENTS WITHIN ONE (1) YEAR FROM THE EFFECTIVE  
21 DATE OF THE FEDERAL COMMUNICATIONS COMMISSION'S AMENDMENT OR AT  
22 THE TIME OF RENEWAL OF THIS FRANCHISE, WHICHEVER OCCURS FIRST.

23 (b) APPOINTMENT OF A STUDY COMMITTEE. ON OR ABOUT THE  
24 THIRTIETH DAY AFTER THE EFFECTIVE DATE OF THIS ACT, THE COUNTY  
25 COUNCIL SHALL APPOINT FIVE (5) PERSONS TO SERVE ON THE HARFORD  
26 COUNTY COUNCIL CABLE TV STUDY COMMITTEE FOR A PERIOD NOT TO  
27 EXCEED SIX (6) MONTHS. THE STUDY COMMITTEE SHALL SUBMIT A REPORT  
28 AND A RECOMMENDATION TO THE COUNTY COUNCIL WITHIN THE SAID SIX  
29 (6) MONTHS PERIOD AFTER THE APPOINTMENT OF THE MEMBERS TO THE

1 THE DEVELOPMENT AND DISTRIBUTION THROUGHOUT THE CABLE TELEVISION  
2 SYSTEM OF LOCALLY PRODUCED COMMUNITY TV PROGRAMMING; THE  
3 DISPOSITION OF COMPLAINTS; THE ASCERTAINMENT OF RESOURCES;  
4 AVAILABILITY FOR EDUCATIONAL PROGRAM PRODUCTION; AND OTHER  
5 RELEVANT TOPICS.

6 Section 6.29. Notices.

7           Every direction, notice, or order to be served upon the  
8 Company shall be sent to its office located in the County. Every  
9 notice to be served upon the County and/or Granting Authority shall  
10 be delivered, or sent by certified mail. The delivery or mailing  
11 of such notice, direction, or order shall be equivalent to direct  
12 personal notice, direction, or order and shall be deemed to have  
13 been given at the time of delivery.

14 Section 6.30. Successors and Assigns.

15           All the provisions of this Article shall apply to the  
16 Company, its successors, and assigns, as such may be approved by  
17 the Granting Authority in accordance with this Article.

18 Section 6.31. Severability.

19           If any provision or provisions of this Act, or the  
20 particular application thereof, shall be held to be invalid, the  
21 remaining provisions and their application, shall not be affected  
22 thereby. SHOULD ANY PROVISION HEREOF BE INCONSISTENT WITH ANY  
23 RULE, REGULATION OR POLICY OF THE FCC OR ANY OTHER AGENCY HAVING  
24 JURISDICTION, SUCH PROVISION SHALL BE INVALID BUT THE REMAINING  
25 PROVISIONS AND THEIR APPLICATION SHALL NOT BE AFFECTED THEREBY.

26 Section 2. *And Be It Further Enacted*, that this Act shall take  
27 effect sixty (60) days from the date it becomes law.

28  
29 EFFECTIVE: January 13, 1975

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BY THE COUNCIL

Read the third time.

Passed LSD 74-38, November 12, 1974 (With Amendments)~~Rollled XXX Passers~~

By order

Angela Marchewski, Secretary

Sealed with the County Seal and presented to the County Executive for his  
approval this 13th day of November, 1974 at  
11:30 o'clock A.M.

Angela Marchewski, Secretary

BY THE EXECUTIVE

APPROVED:

Charles B. Anderson, Jr.  
Charles B. Anderson, Jr., County Executive

Date: November 13, 1974

BY THE COUNCIL